

01-02-2001



DATION FORM COVER SHEET
TRADEMARKS ONLY

11-30-00

Tab:

101567850

Send the attached original documents or copy thereof.

1. Name of conveying party(ies):

NOCPULSE, INC.

U.S.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Comdisco, Inc.

Internal Address:

Street Address: 6111 North River Road

City: Rosemont State: IL ZIP: 60018

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Collateral Grant of Security
- Merger
- Change of Name

Interest of Patents and Trademarks

Execution Date: November 21, 2000

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

76/081,048 76/081,043
76/081,045 76/081,047
76/081,046

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Murphy Sheneman Julian & Rogers

Internal Address: Attn: Sara Hoehn
Legal Assistant

Street Address: 2049 Century Park East
Suite 2100

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$170⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 CH
02 FC:482 100.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christine E Wilson
Sara Hoehn

Name of Person Signing

Sara Hoehn

Signature

November 27, 2000

Date

Total number of pages including cover sheet, attachments, and document: 5

COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS

THIS COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS (this "Agreement") is made on this 21st day of November, 2000, by NOCPULSE, INC. ("Grantor") in favor of COMDISCO, INC. ("Grantee").

WHEREAS, Grantor and Grantee are parties to a certain Reimbursement and Security Agreement of even date herewith (together with amendments, supplements, and extensions thereof and all exhibits and amendments thereto, collectively the "Loan Agreement"); and

WHEREAS, pursuant to the Loan Agreement, Grantor has agreed to grant to Grantee a lien upon all the present and future rights, title, and interest that Grantor may now have or hereafter acquire in all Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for patents or trademarks, upon the terms and subject to the conditions set forth therein.

NOW THEREFORE, in consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Security Interest of Patents and Trademarks.** To secure the Secured Obligations, Grantor hereby grants to the Grantee, to the extent permitted by law, a lien upon and security interest in and to all of Grantor's now existing or hereafter acquired right, title, and interest in all of the following, whether now existing or hereafter arising: (i) Patents, Patent Licenses, and patent applications and specifically those listed on **Schedule A** attached hereto, as the same may be amended to include any patents hereinafter acquired and patent applications hereafter filed and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part hereof; (ii) Trademarks, Trademark Licenses, and trademark applications and specifically those listed on **Schedule B** attached hereto and made a part hereof as the same may be amended to include any trademarks hereafter acquired and trademark applications hereafter acquired, and all registrations and renewals thereof; (iii) all Proceeds thereof.

2. **Grantee's Right to Sue.** From and after the occurrence and continuance of an Event of Default, subject to the terms of the Loan Agreement, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and Trademarks, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute and deliver any and all proper documents or information that may be necessary or desirable to aid Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses, including reasonable attorney's fees, incurred by Grantee in the exercise of the foregoing rights.

3. **Loan Agreement.** The Loan Agreement is incorporated by reference in this Agreement as though set forth in full and all the capitalized words and other terms used but not otherwise defined herein are used in this Agreement with the same meaning as defined in the Loan Agreement.

4. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by the parties hereto.

5. **Binding Effect.** This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

6. **Governing Law.** This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois, and (where applicable) the laws of the United States of America.

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first set forth above.

GRANTOR: NOCPULSE, INC.

Signature: 

Print Name: Steven R. Springsteel

Title: CFO

SCHEDULE A

**To Collateral Grant of Security Interest in Patents and Trademarks
Between NOCpulse, Inc. as Grantor
and Comdisco, Inc. as Grantee**

PATENTS AND PATENT APPLICATIONS

PATENTS

<u>Patent Name</u>	<u>Status and Date Issued</u>	<u>Patent Number</u>
NONE		

PATENT APPLICATIONS

<u>Name</u>	<u>Status & Date Filed</u>	<u>Application Number</u>
NONE		

PATENT LICENSES

<u>Name</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Patent Number</u>
NONE			

SCHEDULE B

**To Collateral Grant of Security Interest in Patents and Trademarks
Between NOCpulse, Inc. as Grantor
and Comdisco, Inc. as Grantee**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

<u>Name</u>	<u>Date Filed or Issued</u>	<u>Serial Number</u>	<u>Status</u>
NONE			

TRADEMARK APPLICATIONS

<u>Name</u>	<u>Date Filed</u>	<u>Serial Number</u>	<u>Status</u>
Does Your Site Have a Pulse		76/081,048	
Hostpulse		76/081,045	
NOCpulse		76/081,046	
NOCpulse Command Center			Unassigned
NOCpulse Satellite		76/081,043	
NOCpulse Scout			Unassigned
Norad of the Internet		76/081,047	

TRADEMARK LICENSES

<u>Name</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Number</u>
NONE			